



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

PRESCRIBED E-TENDER FORM FOR CONFIDENTIAL WORK OF OMR SCANNING ON THE TERMS AND CONDITIONS IN REFERENCE TO TENDER NOTICE NO. MLSU/E-ten./OMR Scanning/2019-20/ 573 DATED 24.01.2020

Note : Online Tender under two bid system(technical and financial) must be uploaded strictly in accordance with all the terms & conditions of the University, otherwise the tender shall not be considered and shall be rejected outright. Counter conditions shall not be accepted. Bidders should read these conditions very carefully and comply strictly before uploading their tender. If a bidder has any doubts regarding the interpretation of any of the conditions or specifications mentioned in these documents he should, before submitting the tender, refer these to the Comptroller, M L Sukhadia University and obtain clarification. The decision of the Comptroller, M L Sukhadia University regarding interpretation of the conditions and specifications shall be final and binding on the bidders.

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Comptroller



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

No. MLSU/E-ten./OMR Scanning/2019-20/ 573

Dated: 24.01.2020

E-TENDER NOTICE

E-tender under two bid system i.e. technical and financial bids are invited from reputed firms for the work as per description given below up to 03.02.2020 at 5:00 pm. Bidders can participate through online bidding process by registering on website <http://eproc.rajasthan.gov.in> from 25.01.2020 Details are also available on the university website www.mlsu.ac.in

Work Description	Estimated Cost	Earnest Money	Tender fee(Rs.)
Data and images of OMR Barcode based flaps of answer books (Centre flaps and award flaps) and about OMR answer sheets to provide validated data and images of flaps & OMR sheets as per work description for app. 2.00 lacs candidates (Quote Rate per candidate)	Rs. 22 lacs	Rs.44,000/-	Rs. 1180/- + 1000/- (RISL processing fee) through DD only

Note:-

- (1) Firms established outside Mohanlal Sukhadia University territory (District - Udaipur, Chittorgarh, Sirohi and Rajsamand) and does not have any branch/office in Mohanlal Sukhadia University territory need only to apply for this tender. The tenders of firms of having any branch/office in Mohanlal Sukhadia University territory (District - Udaipur, Chittorgarh, Sirohi and Rajsamand) shall not be considered.
- (2) Only reputed firms having the experience of OMR sheet scanning of any University Examination are required to quote their rates.
- (3) Bidder (authorized signatory) shall submit their offer on-line in electronic format both for technical and financial proposals. However, DD for tender fee, RISL processing fees and bid security should be submitted physically at the office of the tendering authority as prescribed in the tender notice and a scanned copy of the same should also be uploaded along with technical bid cover.
- (4) In case any of the bidder fails to physically submit the Demand Draft for Tender fee, bid security and RISL processing fee up to **11:30 am on 04.02.2020** its technical bid shall not be opened. The Demand Draft for bidding document fee and bid security should be drawn in favor of “**Comptroller, MLSU**”, payable at Udaipur where as the Demand Draft of Rs 1000/- towards RISL processing fee should be drawn in favor of “**Managing Director, RajComp Infoservices Ltd**” payable at Jaipur from any scheduled commercial/Nationalised bank.
- (5) To participate in online bidding process, bidders must procure a Digital Signature Certificate (Type-III as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can process the same from any CCA approved certifying Agency such as TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also the bidder must register on <http://eproc.rajasthan.gov.in> (bidders already registered need not do so)
- (6) University will not be responsible for delay in online submission due to any reason (internet connectivity, slow processes fail, virus uploading delay, choking of web site due to heavy load, any other unforeseen problems etc whatsoever reason thereof shall not be acceptable). For this, bidders are advised to upload the complete bid well advance in time.
- (7) Bidders are advised to refer “Bidders Manual Kit” available at E-procurement Web site for further details of the e-tendering process.
- (8) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
- (9) The provisions of RTPPA Act, 2012 and rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the bidding document with the RTPPA Act, 2012 and Rules thereto, the later shall prevail.

Comptroller



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

Important Dates for e-Tender

S.No.	Events	Date
1	Date of Issue of Notice Inviting Tender (NIT)	24.01.2020
2	Start Date & Time for downloading of Tender documents	25.01.2020 at 5:00 pm
3	Website for downloading Tender Documents	http://eproc.rajasthan.gov.in
4	Tender document submission start Date &Time	25.01.2020 at 5:00 pm
5	Last Date & Time of downloading of Tender	03.02.2020 at 5:00 pm
6	Last Date & Time for online submission of Tender	03.02.2020 at 5:00 pm
7	Date & Time for receipt of DDs towards Tender cost, Tender processing Fee , EMD and tender documents	04.02.2020 at 11:30 am
8	Date &Time for online opening of Technical Bid	04.02.2020 at 12:00 noon
9	Date & Time for online opening of Financial Bid	To be announced after evaluation of technical bids



SPECIAL TERMS & CONDITIONS

1. **The Bidder will be required to upload following documents**
 - (a) **Scanned copies of Tender Fee, Processing Fee and EMD**
 - (b) **Brief Overview about the Bidder and their business (Max. Two Pages)**
 - (c) **Documents to prove eligibility/Qualify of the Bidder for submission of Bid**
 - (d) **Technical Bid form with supporting documents as mentioned in it**
 - (e) **Financial Bid as per format**
2. The Committee constituted, Mohanlal Sukhadia University, Udaipur reserve the right to accept any tender, not necessarily the lowest, reject any tender without assigning any reason and accept any tender for all or any one or more items for which tender has been submitted.
3. The tenders must be submitted strictly in accordance with the conditions of the tender and all the enclosures (duly signed and stamped) must be attached along with the tender as demanded, otherwise the tender may be rejected.
4. The work order can be repudiated at any time by the Comptroller, Mohanlal Sukhadia University, Udaipur if the work is not executed in time and /or to the satisfaction after giving an opportunity to the firm.
5. All legal proceedings which may arise relating to this contract shall be subject to the jurisdiction of the appropriate court situated in Udaipur only.
6. The bidders should not quote their own (means counter) conditions while submitting the tender. Any counter condition or counter proposals submitted by the bidders will not be considered at all and his tender shall be liable to rejection. The firm intending to get their counter or extra conditions accepted, should not submit the tender and when once the tender is submitted it will be construed that the bidder agrees to all the terms and conditions of the tender.
7. **The bidder should have been in their business in scanning work (barcode based OMR sheet, editing un-scanned OMR sheet, matching OMR sheet based on barcode to extract relevant data, generating exceptions) during last five years. Submit three copies of orders (each order value should be more than Rs. 15 lac).**
8. **The bidder should have their own competent technical staff capable for scanning, editing, exception generation, provide desired data, managing OMR data and images, backup etc. A list of technical staff along with their experiences in scanning work must be attached.**
9. **The average turnover of the firm during last each three financial year must be Rs 22.00 lacs or more.**
10. **The firm must have own 3 OMR scanner machine and capacity to increase upto to 5 scanners. Firm should attached bill copy of OMR scanner.**

11. The firm must have an experience of scanning of OMR sheets of examination of continue three years of any Govt University or similar Govt institution. Minimum 4,00,000 OMR sheets data should have been scanned.
12. Firms who have done same nature of scanning job of Mohanlal Sukhadia University successfully and does not have any branch/office in Mohanlal Sukhadia University territory will also be treated eligible.
13. The firm will have to submit a certificate along with the tender form the concerning higher authority of the respective University that the firm has successfully and efficiently completed their jobs maintaining full secrecy and within the time schedules. The firm is quite reliable and capable of performing the examination jobs through OMR technology.
14. The firm should submit a declaration certificate on the letter head with the technical bid that it does not have any office/branch in Mohanlal Sukhadia University territory and also that it shall not engage technical professional residential in Mohanlal Sukhadia University territory to perform scanning and imaging work for this tender work.
15. University will not provide any hardware/software during the scanning and preparation of award process. Only working space and electricity will be provided by the University. University will not be responsible for any damages due to electricity issue/fault.
16. Notwithstanding anything contained herein before in these special terms & conditions, the University reserves the right to take action against the defaulting firm for any kind of misbehavior or for any breach of the Contract what-so-ever by way of imposing of penalty, forfeiting of Earnest Money /Performance Security Money, cancellation of order, cancellation of the agreement and blacklisting and such other action according to the University rules.
17. Scanning work shall be carried out according to work describe provided in the tender document. The bidder will be required to start work as per instruction of COE. Any delays in work penalty will be imposed as per the decision of committee constituted by COMPTRROLLER.
18. **Rates must be quoted per student. However, the bidder must show GST and other taxes charged separately in the Invoice.**
19. The scanning work must be carried out within University premises (decided by COE) as per schedule decided by COE. Work order may be withdraw by COMPTRROLLER immediately in case of tempering in data, misuse of data, selling of data etc.
20. Approved bidder will have to execute an agreement in prescribed format on a non-judicial Stamp of Rs. 1000/- at his own cost within 10 days from receipt of the letter from this office.
21. Approved bidder shall have to deposit the performance security of Rs. 1,10,000/- as Bank Draft/Pay order/ Bank guarantee in favour of Comptroller, MLSU, Udaipur, Rajasthan and should be deposited at time of signing the agreement.
22. If the approved bidder fails to deposit security money or executive agreement within the prescribed period such failure will be treated as a breach of terms and conditions and will result in the forfeiture of the security deposit.

23. The Income Tax and GST will be deducted from the bill OR as per Central /State Govt. Rules at the time of payment by the concerning DDO's. The payment for supply of items will be made after successful execution of complete order.
24. University reserves the right of entrusting the work to any firm and is not bound to entrust the job to the lowest tenderer.
25. University may distribute the job to different approved tenderers and not necessary that the job of all scanning work be assigned to single firm only.
26. Firm has to supply corrected converted data on CD/hard disk/pen drive and scanned flap sheets in required format and language without any extra cost.
27. Inspection of firm by University committee may carried out whenever necessary.
28. Approved bidder shall not assign or sublet his contract or any substantial part thereof to any other agency.
29. In case of any leakage/mishandling of confidential/record fact(s) security deposited by the said firm will be forfeited and the firm can be black listed. The final decision in this regard will be taken by Vice-chancellor.
30. No previous earnest Money/Security deposit will be adjusted against this tender.
31. Provisions of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) Rules 2013 Govt. of Rajasthan / GF& AR shall be applicable with regard to delay in supplies and other residue eventuates.
32. Detailed work description for OMR Scanning Work to Read and Provide Validated Data and Images of OMR Barcode Flaps of Examination Answer Books are attached herewith. Bidders are required to read attached work description for OMR scanning carefully and thoroughly.
33. No accommodation will be provided by the University to firm employee to stay at Udaipur city.

Comptroller

I/we hereby declare that I/we read carefully all the above mentioned Special Terms & Conditions and I/we agree to confirm the above the terms/conditions.

Place : _____

SIGNATURE OF THE TENDERER

Date : _____

With his Firm's Rubber Stamp

TERMS & CONDITIONS

1. Original Crossed Demand Drafts/Pay Order in the name of COMPTROLLER, MLSU, Udaipur towards performance security must be submitted.
2. If the Bidder resiles from his offer or offers his own (counter) terms & conditions after opening of the tenders, his/her tender shall be treated cancelled.
3. Since the examination work must be carried out maintaining strict confidentiality of the work, Bidder have to proven capability of carrying out result processing work.
4. This bid will be valid for a period of one year from date of opening of the financial bid. However, it can be extended on mutual agreement to maximum two years provided no increase in the rate, on recommendation of committee constituted by Controller of Examinations.
5. The Comptroller, M.L. Sukhadia University, Udaipur reserve the right to accept any tender, not necessarily the lowest and reject any tender without assigning any reason.
6. The contract can be repudiated at any time by the Comptroller, Mohanlal Sukhadia University, Udaipur if the work is not executed in time and /or to satisfaction after giving an opportunity to the contractor.
7. All legal proceedings which may arise relating to this contract shall be subject to the Jurisdiction of the appropriate court situated in Udaipur.
8. The Bidder(s) should not quote their own (means counter) conditions while submitting the tender. Any counter- condition or counter proposals submitted by the Bidder will not be considered at all. If a Bidder imposes conditions mentioned herein his tender shall be liable to summary rejection. The firm intending to get their counter or extra conditions accepted should not submit the tender and when once the tender is submitted it will be construed that the Bidder agrees to all the terms and conditions of the tender.
9. Notwithstanding anything contained herein before in these special terms & conditions, the University reserves itself the right to take action against the defaulting Bidder for any kind of misbehavior or for any breach of the Contract what-so-ever by way of imposing of penalty, forfeiting of security money, cancellation of order, cancellation of the agreement and blacklisting and such other action according to the University rules.
10. The approved agency shall be required to install following equipments and deploy following qualified and capable technical staff at the University during the scanning work.
 - (a) Minimum Three set of scanners for reading data from OMR flaps with image scanning
 - (b) Two Programmer to validate and provide data.
 - (c) Three Technical Assistant/Information Assistants(One Technical Asst/Information Asst per Scanning Team)
 - (d) Three Assistants/Attendants to handle and arrange OMR flaps (One Peon per scanning Team)
11. Copy of work orders/satisfactory work completion report from competent authorities must be submitted showing that firm is registered for carrying of result processing work from barcoded OMR sheets /awards involving a variety of subjects.
12. The firm should not be black listed by Govt./Public Sector/Educational Institution.
13. Time and correctness of the work will be the essence of the contract and for any delays and errors the results, the firm will be required to pay for the liquidated damages as per penalties given in the scope of work (III: Penalties for not competing the work within the time frame) or as per following whichever is maximum:-
 - a. For delay up to 25% of the supply period, 2^{1/2} % of the value of the balance supply.
 - b. For delay up to 50% of the stipulated supply period, 5 % of the value of the balance supply.

- c. For delay up to 75% of the stipulated supply period, 7^{1/2} % of the value of the balance supply.
- d. For delay up to 100% of the stipulated supply period, 10 % of the value of the balance supply.
14. The work is of confidential nature and the contractor shall have to maintain the confidentiality of the entire work maintaining the confidentiality is essence of the contract and breach of it shall forfeit all the payments.
15. T.D.S./GST will be deducted from the bill as per Govt. rules at the time of payment by the concerning DDO's.
16. No previous earnest money deposited along with any other tender will be adjusted against this tender.
17. All other terms and conditions will be that of Terms and conditions for Tender for the university which is available on the web site under tenders. The Bidders are required to read the same.
18. Provision of Rajasthan Transparency in Public Procurement Act 2012 (Act No.21 of 2012) Govt. of Rajasthan /GF&AR shall be applicable with regard to delay in supplies and other residue eventuates.
19. Any damage in machine due to fault in electricity or any other reason, University will not be responsible. For precaution, approved Bidder may install their own UPS at location of scanning.
20. Payment will be made to approved bidder only after successful completion of the work and declaration of all University results.
21. No advance payment will be given to party before or in between of the work.
22. Employee deployed at Secrecy Section to carry out the work should be of their firms only. Authority will have right to see their identity/appoint letter at any time. Firm is also required to submit identity cards/photocopy of appointment letters of employees working at MLSU to office of the Comptroller. Firm must not engage Mohanlal Sukhadia University territory residential employee for assigned tender work.
23. For any kind of discussion, firm representative will be allowed only.
24. All legal proceedings which may arise relating to this contract shall be subject to the Jurisdiction of the appropriate court situated in Udaipur.

Comptroller

I/we hereby declare that I/we read carefully all the above Terms& Conditions and I/we agree to abide by the same.

Date:

**Signature of the Authorized Signatory
Rubber Stamp of the firm**



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

Pre-Qualification/Eligibility Criteria

S.No.	Basic Requirement	Specific Requirements	Documents to be scanned
1	Legal Entity	The bidder should be a proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act or a similar act of any other State/Union, as applicable OR A company registered under India Companies Act 1956 OR A partnership firm registered under Indian Partnership Act 1932	Copy of valid Registration Certificates/ copy of certificate of incorporation
2	Financial: Turn over from related work	The turnover of bidder company should more than Rs. 22 lacs in each year for the last three financial years.	Audited copies of Balance Sheet and Profit & Loss Account of last three Financial years 2016-17, 2017-18, 2018-19 OR Certificate from CA with CA's Registration No. & Seal
3	Technical Capability	(i) The bidder should be an established, reputed and reliable firm in the field scanning work (ii) Bidders should have their own technical staff. (iii) Bidder should have their own sufficient no of scanning machine.	(i) Copy of Govt organizations/ Universities/service commissions etc work orders and satisfactory completion of work. (Three orders copies, each with more than Rs.15 lac) (ii) List of technical employees of firm along with their qualifications and experiences in scanning work. (iii) Copy of no of scanning machines with their make and model.
4	Tax registration	The bidder should have registered number of (i) GST (ii) Income Tax PAN (iii) P.F. & ESIC Registration (IV) SSI/MSME Registration	Copy of GST registration, PAN card, SSI/MSME Registration and PF & ESIC registration.



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

TECHNICAL BID FORM FOR OMR SCANNING WORK

Please submit technical bid with supporting documents along with EMD in a separate envelope as prescribed under para (1) of special terms and conditions. The bidder must write Yes/No against each. In case of any deviation, kindly mention explicitly.

S. No.	Particulars	Information to be provided by the Bidder	Check (Yes/No)	Page No.
1	Name of the Bidder with complete address and Telephone/ Mobile number			
2	Earnest Money Deposit in favour of Comptroller, MLSU, Udaipur	Tender fee. Amount DD No. Processing Fee Amount DD No. EMD Amount DD No.		
3	Registration Number & Date of establishment of the firm.	copy of registration should be attached as a proof.		
4	The company should have executed at least three orders of scanning work of Rs. 15 lacs or more to government/reputed organizations during last three years.	Attach the copy of the orders.		
5	Did you carry out any Scanning work of any University/Institution for examination related confidential work?	Enclose certificates of provided by the University.		
6	The turnover of bidder company should more than Rs. 22 lacs in each year for the last three financial years.	Attach the copy of balance sheets.		
7	GST, PAN, SSI/MSME Registration and PF & ESIC registration number of the firm.	Enclose Photocopy.		
8	Detail list of qualified technical staff and other staff like Scanning operator, checking staff, Programmer, Editing staff, Supervisor	Attach list with qualification and experiences.		
9	No of scanning machines.	Attach make and model of each scanning machine.		
10	Do you agree to provide data and images of flaps/OMR sheets (app 2.0 lacs students) as per scanning work description in specified period?	Attach declaration/undertaking.		
11	Whether your firm has been blacklisted by any Government/PSU/Board/University.	Submit an undertaking on judicial stamp of Rs. 100/-		
12	Bank details.	Attach copy of cancel cheque.		
13	Declaration a. Maintain complete confidentially/Secrecy of work	Enclose the declaration /undertaking (Sr no a to e).		

	<ul style="list-style-type: none"> b. Bear all losses/damages(if any arises) due to mistakes c. Scanning of OMR within the allowed time. d. Quality and standard will be maintained as per the University norms e. No consortium of firms/subletting the work will not be allowed f. Enclose one copy of the terms and condition of the bid document signed on every pages with declaration 		Enclose one copy of the bid document signed on every pages with declaration												
14	<table border="1"> <thead> <tr> <th>Detail of infrastructure available (Provide make and model of each)</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>a. Scanning machine Vertical Barcode</td> <td></td> </tr> <tr> <td>b. Scanning machine Horizontal Barcode</td> <td></td> </tr> <tr> <td>c. Scanning machine that can read both Horizontal/Vertical Barcode simultaneously</td> <td></td> </tr> <tr> <td>d. Computer for data feeding</td> <td></td> </tr> </tbody> </table>	Detail of infrastructure available (Provide make and model of each)	Qty	a. Scanning machine Vertical Barcode		b. Scanning machine Horizontal Barcode		c. Scanning machine that can read both Horizontal/Vertical Barcode simultaneously		d. Computer for data feeding			Attach proof of each with image/photo		
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Detail of following Qty															
U.P.S.	----														
Barcode Reader	----														
16.	Please mention name(s) of your at least three prestigious customers with their phone nos.		Attach list.												
17.	Do you have any office/branch in Mohanlal Sukhadia University territory (District - Udaipur, Chittorgarh, Sirohi and Rajsamand)?.		Enclose declaration certificate on the letter head												

Firms qualifying all above parameters shall call for scanning of atleast 500 answer book flaps/OMR and imaging work in presence of committee and firms will have to submit scanned/imaging raw data to the University committee.

If any error/mistake/omission is found in raw data, firm will be technically disqualified by the University and his/her financial bid will not be entertained. Further, firm shall not engage technical employee of Mohanlal Sukhadia University territory residential to perform this scanning and imaging work.

This is to certify that I/We have read all the terms and condition of the tender and agree to abide by the same. We have also read eligibility conditions to participate in the tender, details of the work to be carried out and other details made available with this bid Form. Further, we have submitted/downloading all the documents shown (with page no.) in the technical bid.

Date:

Signature of the Authorized Signatory
Rubber Stamp of the firm

Detailed Work Description for OMR Scanning Work to Read and Provide Validated Data and Images of OMR Barcode Flaps of Examination Answer Books

OMR reading work must be carried out by separately for UG and PG classes as per work description given below and sample given by the university:

I. The answer books used in the examination has a OMR cover sheet with a Barcode & Barcode number printed on Centre foil of the OMR cover sheet where as only a barcode is printed on the award foil part of the OMR cover sheet of the answer books where examiners award marks, examiner number and serial number of answer book. The examination centres will pack and dispatch the Centre foil in an envelope where as the award foil will be received from the examiners after evaluation of answer sheets. University shall supply following materials to the approved agency for result processing work

A: Approved bidder will be provided with following OMR flaps/Sheets of UG and PG classes

- (1) OMR Based Bar coded Centre foils of candidates appeared from each examination centres (paperwise) in a sealed envelope named as Part-IV (Student Information)
- (2) OMR Based Bar coded award foils of answer books received from examiners (Paper wise) in a sealed envelope named as Part-III (Awards)
- (3) OMR answer sheets where MCQ type question based examinations conducted names as OMR(MCQ)

B: The approved agency shall be required to install following equipments and deploy following qualified and capable technical staff at the University during the scanning work by setting up scanning machines separate scanning for UG and PG examinations.

- (1) Minimum three scanning team with staff deployed as given below to provide output as per para (C) given below. Each scanning team must have at least one set of scanners for reading data from OMR flaps with image scanning. Two scanning teams normally expected to work for scanning of flaps of UG classes and the third scanning team for scanning of flaps of PG classes. However, the firm will be required to increase scanning team to provide required output as per number of flaps handed over to them.
- (2) Two programmers (One for UG and another Programmer for PG classes) to validate and provide data, statistics as per terms and conditions of the tender. The programmers will supervise UG and PG scanning work and report to Controller of Examinations, Co-ordinator etc.
- (3) One Technical Asst/Information Asst per Scanning Team to scan flaps
- (4) One Assistant/Attendant per scanning team to receive flaps, handle and arrange OMR flaps as per direction of the Controller of examinations/Co-ordinator

C: The approved agency shall also be required to install sufficient number of equipments and deploy staff to provide validated data from 20,000 flaps daily to 60,000 flaps per day depending number of OMR flaps handed over to them.

II. Following data reading and image scanning work from OMR flaps and awards must be carried out by the approved bidder for UG and PG Classes

I. OMR flaps Part-IV (Student information) and Part-III (Awards)/OMR answer sheets will be handed over to the OMR scanning agencies by issuing a computerized challan. After receiving the above materials from the university, the approved agency shall carry out following work at the university premises

(a) The approved agency will install sufficient OMR readers/Image Scanners (minimum three sets of scanners and five set of scanners during peak period) at the University to read Centre foil information from OMR flaps. If the agency uses image scanner for both image scanning as well as reading data from OMR flaps using OCR technology, they should guarantee correctness of data read irrespective of the shape, intensity etc of the markings on the OMR flaps. On an average 20,000 OMR flaps should be read and image scanned per day and validate student information. During peak period scanning of 60,000 OMR flaps per day must be carried out.

(b) After applying a validity check of roll nos read from Centre foil with roll list data and absentee data provided by the university an exception list will be printed out centre wise and paper code wise. On every day, data from at least 10 OMR flaps per paper randomly picked up by the university staff must be manually verified from the data read using OMR reader to ensure data read by OMR reader is 100% correct through random check. However, it is mandatory from the part of the approved agency to ensure the data read from OMR flaps are 100% accurate and shall be responsible for any error in the data read from OMR flaps.

(c) The approved agency will read OMR answer sheet responses from OMR (MCQ) for Computer Applications, Environmental Sciences, General English and General Hindi, validate OMR responses and student information, apply answer key for evaluating OMR answer sheets and preparing results. Agency will be required to solve exceptions resulted from wrong reading of information by OMR, wrong information resulted from bubbling errors, out of range roll numbers etc which can be read directly by from the OMR flaps. The agency will apply answer keys to evaluate answers read from OMR and validate the results. On every day, complete data from at least 4 OMR answer sheets must be manually verified to ensure data read by OMR reader is 100% correct. Similarly, agency should evaluate at least 4 OMR sheets manually using answer keys and compare score calculated by the computer. University will check the score calculated by the agency independently by manually evaluating 10 OMR answer sheets in each subject using the answer keys as random check. The agency will be required to provide statistics of results in OMR answer sheets in the format subject, College, number of students appeared, number of students passed with 60% or more, no. of students passed with 36% or more marks, pass percentages, number of candidates with marks less than 20% of maximum marks for the analysis of the result. However, it is mandatory from the part of the approved agency to ensure the data read from OMR flaps are 100% accurate, answer keys are applied correctly and shall be responsible for any error in the data read from OMR flaps.

(d) The approved agency will read barcode information, marks, examiner number and serial number from the award sheet using OMR readers. Agency will be required to read on an average 20,000 answer flaps per day. Special care will be taken while reading data from OMR flaps to validate single digit marks to ensure the first digit is read properly during the scanning. After applying necessary validity checks for maximum marks, zero marks, single digit marks, blank marks, barcode numbers, an exception list of awards where zero marks, single digit marks, marks exceeding maximum marks, inconsistent flap serial numbers, damaged barcode cases etc will be printed out and exceptions will be solved by the agency by physically checking the award. Validated data of Barcode number corresponding roll number, paper codes, marks, examiner number and flap serial numbers of all OMR award sheets scanned in a day shall be submitted/loaded in the specified computer and a challan will be received from the University. A list examiner number, serial number of the answer books for damaged/non readable barcodes, cases of zero marks etc will be handed over separately for solving them by opening the answer book packets by the Information Assistants of the University.

(e) The approved agency will prepare a data base consisting following fields using the roll list data, validated data read from laps part III and Part-IV, absentee data and subject master data provided to them.

Class-code of examination, roll number from roll list, enrollment number, category, college code, paper code, paper type (Th./Practical/Internal), absentee status, barcode number read from part-IV, barcode number read from part-III, roll number posted using barcode number from part-III, validation status flags, examiner number, sr no of part-III flaps, total number of records (marks and absentee) available for the given roll number, final status of validation (RL/Exception/Result), link to images of flap-III, link to images of flap-IV.

Agency will be required to provide soft copy and PDF files for printing hardcopy as per requirement of examination section.

(f) Agency will be required to provide following lists weekly or as per requirement:

- List of roll numbers, paper codes, college codes for which answer books part-IV flaps and part-III flaps not received/missing.
- Damaged barcodes/exceptions list

(h) The approved agency will simultaneously scan images of the OMR flap part-IV and part-III, OMR answer sheet (MCQ) and name them using the roll number where barcode numbers are uniquely converted and upload the images in a computer. The images of the flaps whose barcodes could not be uniquely converted due to errors/exceptions will be stored in a separate folder using barcode number. All the images should be browsable and searchable using web browser from the database provided as per.

(i) A MS excel file of following validated data must be submitted by e-mail to a specified e-mail address as the final and correct data as well as daily cumulative data (total data upto date)

1. Roll number, barcode number, paper code, college code, date of examination, date of scanning, remarks
2. Roll number, barcode number, paper code, college code, examiner number, Flap serial number, date of scanning, remarks
3. Scanned images of the award sheets and flaps

A hardcopy of following information must be submitted daily to the university giving following information to the monitoring committee.

Name of exam, examiner no., paper code, Date of examination, No. of awards received, Date of receipt of Award, No. of awards scanned, No. of marks validated, No. of exceptions, date of completion of work

(j) On every day at 6.00PM, agency will handover validated data as per para (h) of One or more of the following data:

(i) Part-IV (Student information) flaps (ii) Part-III (Award) (iii) OMR answer Sheets to the University

(ii) MS Excel file and print out of Examiner No., Paper code, No. of candidates, Max Marks awarded, Min marks awarded, Average marks, No. of marks below 36% ,No of Marks between 36% to 60%, No. of Marks above 60% and No. of exceptions.

(k) The agency will deploy sufficient number of OMR readers and Human Resources to complete reading of about 12 lakhs Part-IV (Student Information) flap during the period March to May and about 12 lakhs of Part-III (Award) flap during the period April to June. The agency shall be required to read about 2 lakhs OMR answer sheets of compulsory subjects also during the above period.

(l) The agency should read the OMR flaps in a systematic way giving priorities in the following order

- (i) B.Com (ii) B.Sc. (iii) L.L.B (iv) B.A

so that results can be published as per following schedule

For other courses, priorities will be provided by the university during scanning work. However, university may re-prioritize or change the above priorities after informing the agency depending the date of examinations, availability of flaps etc.

(m) One Officer/Teacher to supervise the scanning work and One Dealing Assistant with an Assistant per each scanner will be deputed by the University for supervising and providing paper wise and college wise flaps for the scanning work of each scanning team during office hours. The challan of the OMR flap packets along with sealed packets of OMR flaps will be opened by the scanning team and will be handed over to the agency exam centre wise. A register will be maintained with the each scanning team for entering OMR flaps information of date of scanning ,examination centre, paper code, number of flaps etc. The programmer of the scanning team will maintain MS excel record of Exam Centre/examiner number, paper code, starting scanning number, ending scanning number, Roll number range, number of flaps scanned etc. After scanning of OMR flaps from each examination centre, the scanning team of the agency will verify the number of flaps given to them as per challan. if an shortage/changes the same will be reported immediately to the supervisor/co-ordinator.

(n) The agency reading OMR data from all Centre flaps and award flaps must pack them scan number wise /College wise/examiner number wise and labeled properly for easily taking out OMR flaps and handed over to the University after validating the data and a receipt must be obtained.

(o) The programmer will answer queries from co-ordinator/Controller of Examinations/Officers of the University regarding progress of work.

(p) **Agency shall maintain strict confidentiality as well as security of the data, flaps etc so that data is not leaked to stake holders.** A certificate must be furnished from all the staff/person present during scanning that none of their relatives or they are not appeared in any of the University examination.

ERRORS AND PRECAUTIONS:

(q) The agency should take following precautions to avoid errors/mistakes in the Data:

1. OMR and image scanning

(a) Normally OMR reading of flaps/answer sheets to be carried out using standard OMR readers through single reading by properly setting the intensity level. If OCR technique is used, agency shall be required to ensure no data is los or misinterpreted due to changes in the shape/intensity or incomplete oval filling to guarantee 100% accuracy in the data provided to the University. The approved agency shall be required to provide data and images of flaps to the University using the Part-IV Student information flap and Part-III award flap. The OMR flap packets received from each examination centre/examiner will be handed over to the approved agency. Agency should count number of flaps received by them using OMR machine while scanning. The final number of OMR flaps read by the machine should be matched with number OMR flaps/answer sheets received form examination centre/Examiner. Discrepancy, if any, should be removed by manually checking. In case of damaged OMR flaps/answer sheets etc., must be reported and data from the same must be entered manually by properly recording the case. Assistance of the one information Assistant and a class-IV provided by the university can be used for opening of the OMR flaps packet, manual counting, arranging OMR flap packet, getting OMR flap packet issued from university etc. during office hours. The OMR scanning agency is expected to deploy a technical person per OMR scanner and one programmer for UG classes and a separate programmer for PG classes. However, number of technical person and hours of scanning should be increased to complete the prescribed volume per day.

(b) It is possible that some of the flaps received from centre/examiner may be torn such that damages in the timer mark or non reading by OMR reader. Data from such flaps /OMR answer sheets must be entered manually by the approved agency. Extra care must be taken while entering data manually to avoid errors and double checking must be made by printing out data entered and getting them verified by the University staff. The agency should maintain all the records related to such verification and handover the same to the university after completion of OMR scanning work. Agency can expect damages in OMR flaps /answer sheets up to 2% of the total volume and shall be part of the scope of the work for which no extra payment will be made. Even if the volume exceeds above value, the agency should complete the scanning work and extra payment towards additional work, if required, will be decided by the monitoring committee based on verified documents submitted by the agency on daily basis and reports received from University staff.

(c) After ensuring that data from all the flaps are read/entered, cases of zero roll numbers, roll numbers which are out of range (Centre & Paper), out of range or zero barcode numbers, duplicate roll numbers, missing digits, missing first and last digits etc must be checked from the data after applying appropriate validation rules. Similarly, cases of zero marks, Zero and duplicate Sr. Nos., marks exceeding maximum marks, zero or out of range barcode numbers, single digit marks, first digit of marks missing etc. must be checked from OMR award sheets after applying appropriate validation rules and exception list must be printed out. Same procedure must be followed for OMR answer sheets. All exceptions must be removed by the agency by physically checking the OMR flaps to get final validated data. This work must be carried out on the same day of scanning. At the end of the day, validated final data must be handed over to the university. All OMR flaps scanned must be properly packed, labeled, stacked and kept in a specified location. The packet number, Roll number range, scan number range , centre code, paper code etc must be made available to the university on daily basis.

(d) To ensure that correct data is read by the OMR reader from flaps/OMR answer sheets, data consistency check and random sampling must be carried out. Data read by the machine must be checked and verified by picking up randomly about 10 OMR flaps out of total flaps scanned per day by the agency. The university staff supervising the work also will verify data from another 10 OMR sheets/flaps randomly picked up by them. Verification cases will be recorded in the register maintained. In the case of OMR answer sheets, verification of responses read by OMR reader, score after applying answer keys also will be carried out by the Agency as well as University staff as per above procedure. All single digit and zero marks must be checked from marks written manually on the flaps and a certificate must be provided daily by printing out list of single digit and zero marks and verifying the same. In case of large number of negative marks or very low marks are found after applying answer keys, the agency will report the same to the University staff so that answer keys can be checked.

(e) The cases of zero marks, blank marks, blank or zero roll numbers, zero or damaged barcodes etc. even after completing validation and physical verification stage and demands opening of answer book hollow craft stickers and verifying data. List of such exception cases must be printed out and handed over to the University staff along with MS excel data for exception removal. The agency should post data from exceptions solved by the university and maintain proper record of the same.

(f) Once all exceptions are removed, final data must be submitted by e-mail/online uploading. Examiner wise statistics of marks and other reports as explained in the scope of work also must be submitted weekly to the Monitoring Committee.

III. Penalties for not observing frame/mistakes etc

Sno	Item	Penalty/Late fee charges
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1	Mistakes in the Data Read from OMR part-III or Part-IV checked from validated data submitted by the agency after applying validation policy approved by the university	Rs 1000/- per paper code.
2	(a) Delay in completing OMR & image scanning work as per daily target (b) Delay in submitting validated data and other information as given in the scope of work. (c) Delay in submitting weekly information as per scope of work	Rs 10/- per OMR flap per day for each instance of delay.
3	Delay in providing examination wise the final validated OMR scanned data within 24 hrs handing over the last examiner packet (both daily data and cumulative data)	Rs 1,000/-per day upto 2 days, thereafter Rs 5,000/- per day.
4	Mistakes detected by university in the data provided by agency after making comparison of Sr No. v/s marks with validated data provided by the agency by posting data Part-III and Part-IV as per database format provided.	Rs 1000/- per paper code.
5	Mistakes in the posting of roll numbers/marks/ barcodes/ Absentee etc in the final validated data	Rs 1000/- per paper code.
6	Mistakes in the marks read from OMR flaps, data validation error etc. as explained under errors and precautions	Rs 1000/- per paper code.
7	Any other mistakes/delay	To be decided by a committee

Comptroller

I/we hereby declare that I/we read carefully all the above and I/we agree to carry out the work as per work description and abide by the terms and conditions given in the scope of work.

Date:

**Signature of the Authorized Signatory
Rubber Stamp of the firm**



SPECIAL TERMS AND CONDITIONS FOR CONFIDENTIAL OMR SCANNING WORK

1. The bids will be opened by the Committee on the suitable date.
2. This work contract will be valid for **Two year** however the work can be extended for IInd year, if the work of the Bidder is found satisfactory in the Ist year. After a bid has been accepted, the rates shall be valid throughout the period for which bids are invited.
3. The Comptroller, Mohanlal Sukhadia University, Udaipur reserves the right to accept any bid, not necessarily the lowest, reject any bid without assigning any reason and accept any bid for all of items for which Bid has been submitted.
4. The bids must be submitted accurately in accordance with the conditions of the bid and all the enclosures (duly signed and stamped) must be attached along with the bid as demanded, otherwise the bids will be rejected.
5. This work contract can be repudiated at any time by the Comptroller/Controller of Examinations, Mohanlal Sukhadia University, Udaipur if the work is not executed in time or any time without assigning any reason. The Comptroller reserves the right to ask for new bids with existing firm within the work contract period and from a new firm also or allot the work to new reputed confidential Scanning firm on the approved rate, who agree with all terms and conditions of the work document.
6. Approved bidder shall deposit the performance security of Rs. 1,10,000/- as Bank Draft/Pay order/Bank guarantee in favour of Comptroller, MLSU, Udaipur, Rajasthan and should be deposited at time of signing the agreement. Read attached 'Terms and conditions' carefully.
7. **No advance payment will be released for executing the work.**
8. Legal proceedings if any arising on this bid, shall have to be lodged in the courts situated in Udaipur and not elsewhere.
9. The bidder should not quote their own (means counter) conditions while submitting the bid. Any counter conditions or counter proposals submitted by the bidders will not be considered at all. If a bidder imposes conditions not mentioned herein, his Bid is liable for rejection. The firms intending to get their counter or extra conditions accepted, should not submit the bid and once a bid is submitted it will be construed that the bidder agrees to all the terms and conditions of the bid.
10. Notwithstanding anything contained herein before in these special terms and conditions the University reserves to itself the right to take action against the defaulting firm for any kind of misbehavior or for any breach of the contract whatsoever by way of imposing of a penalty, cancellation of order, cancellation of the agreement and blacklisting and such other action which the University deems fit.
11. The University at many occasions need urgent Scanning of OMR. The bidding firm has to meet these requirement without extra charges.
12. We will pay after deducting Income Tax (TDS) and GST (TDS) as per Government norms (applicable rate) at the time of release of payment.
13. The approved firm has to follow the instructions as provided in bid documents and any omission of these instructions shall be considered very seriously and action may be initiated against the bidder.
14. In case of any dispute, the decision of Vice Chancellor, Mohanlal Sukhadia University will be the final and binding upon the bidders.
15. In case of any error or omission of the instructions etc., if the university requires to make some alternative arrangements, then all liabilities including the financial shall be born by bidder.

16. In case of leakage/manipulation of any data at the firm level, all liabilities plus some suitable penalty suggested by the suitable committee/ Vice-Chancellor would be imposed on the bidder.
17. Controller of Examinations/Result Incharge/Deputy Registrar/Assistant Registrar Secrecy Section will be the nodal officer for all the Correspondence/Communications with the bidders after the Bids are accepted and decisions of Controller of Examinations/Deputy Registrar/Assistant Registrar regarding the Scanning shall be final and violation of directions given by Controller of Examinations/Deputy Registrar/Assistant Registrar Secrecy shall be considered seriously and action may be initiated against such bidder.
18. The bidder should not make any Correspondence/Communications with any person/Authority of the University for the work except as mention above. Such communication shall be viewed as contradictory of agreement and action will be initiated against the bidder.
19. Approval of the bid does not mean the award of the job. It will be the sole responsibility of the university to distribute the job among the selected bidders from whom bid has been accepted by the university.
- 20. Any Hard copy/Soft copy/ PDF file of Data file should not be made available to any third party under any circumstance.**
- 21. If it is found/observed during scanning and imaging work that approved firm have subletted the assigned tender job to any other firm either in full or partly, no any payment shall made to approved firm by the University. Further, approved firm shall be black listed by the University.**

COMPTROLLER

I/we hereby declare that I/we read carefully all the above special Terms& Conditions and I/we agree to abide by the same.

Date:

Signature of the Authorized Signatory
Rubber Stamp of the firm

DECLARATION

TO WHOM SO EVERE IT MAY CONCERNED

This is in respect of OMR Scanning work i.e. Scanning of OMR and OMR Flaps (Part-III and Part-IV) which we will undertake for your esteemed organization.

We hereby declare/undertake the following

1. We will maintain complete confidentially/ Secrecy of the work.
2. We will bear all losses/ damage (If any arises) due to our mistake.
3. We will complete all the Scanning work within the allowed time specified by your organization.
4. The quality and standard will be maintained as per the university norms.
5. We will not sublet the work allocated by you. Neither any consortium of firm will be happened from our side.
6. Copy of duly signed on each page of bid document is enclosed with this.
7. We confirmed that our firm was never blacklisted by any of our prestigious client/ firm/University/Board nor involved in any kind of enquiry of any Govt./ Board/University/Agency. We had completed all our work very successfully.
8. We do not have any branch/office in Mohanlal Sukhadia University examination territory. Also, we will not engage Mohanlal Sukhadia University examination territory residential employee for assigned tender work.

Date:

**Signature of the Authorized Signatory
Rubber Stamp of the firm**

Instructions for Online Bid submission

Instructions to the Bidders to submit the bids online through the State Govt. Procurement Portal for e Procurement at www.eproc.rajasthan.gov.in

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site thro their user ID/password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III certificate with signing key usage) issued by SIFY/TCS/Code/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading/getting the tender document/schedules, the Bidder should go through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) If there are any clarifications, this may be obtained online through the tender sit, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘any tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is constructed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19) The details of DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidders has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of nay irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time(as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encrypted techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document.
- 31) The bidder should upload the letter of Transmittal (on company letterhead) as per Performa enclosed.

Comptroller

Annexure A : Compliance with the code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process ;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly , to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest , if any ; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligation, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications:-

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of..... in response to their Notice Inviting Bids No Dated..... I/we hereby declare under section 7 of Rajasthan Transparency in public Procurement Act, 2012, that:-

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/ our obligation to pay such of the taxes payable to the union and the State Government or any local authority a specified in the Biding Document;
3. I/ we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our Qualification to enter in to a procurement contract within a period of three years preceding the commencement of this procurement process. Or not have been otherwise disqualification pursuant to debarment proceeding;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority.....

The designation and address of the second Appellate authority is.....

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to first Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceeding:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the first Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or second Appellate authority, as the case may be, shall -

- (i) hear all the parties to appeal present before him; and
- (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed

1. Procuring Entity's Right to vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in the Bidding Document. it shall be without any change in the unit prices or other terms and conditions contract.
- (ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensations except otherwise provided in the Condition of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (in case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.